

Contractual Terms for Events of Vienna University of Technology

1. Scope of application

The following Contractual Terms apply to the rent of premises or areas for the purpose of events at all locations of Vienna University of Technology (hereinafter referred to as “TU Wien”).

2. Object of agreement

The scope is the rent of rooms at TU Wien for holding events. The specific terms for the contractual items are contained in the written authorisation.

3. Registration and conclusion of the agreement

The complete application must be submitted for processing to the “TU Event Management” of TU Wien/“Building, Construction and Technology (GUT)” organisational unit (hereinafter referred to as “TU Event Management/GUT”) in written form at least 2 weeks before the date of the event.

The organiser confirms the correctness of all the information she/he has provided by sending the online application form “Request for room use”.

By sending the application form, the organiser also confirms that she/he has read, taken note of and consents to all the following provisions, the event rules and the general rules of TU Wien, and that the content and theme of the event are not in conflict with the principles and/or objectives of TU Wien.

TU Event Management/GUT decides whether to approve the application. TU Wien is entitled to reject the application without giving reasons.

With the written permit to use the rooms requested, the agreed services including any requirements are also set. Additional services shall be invoiced separately.

A detailed layout plan shall be drawn up by TU Event Management/GUT, which the organiser must confirm in writing by no later than 5 working days before the event.

The organiser is not permitted to transfer the issued authorisation to third parties.

TU Wien reserves the right to revoke the authorisation or to subsequently increase the costs if incorrect details concerning the organiser, the type of event or the number of participants were given in the application.

4. Reservation of approval

TU Wien reserves the right to provide a substitute room instead of the assigned room in special cases or if the room requested is urgently required for the University's own purposes. Only the rent of the room that is actually used shall be charged.

5. Usage fee and terms of payment

After the end of the event, the organiser shall receive an invoice showing the usage fee including VAT.

The usage fee is due within 14 days upon receipt of the invoice and must be transferred by the organiser in full and without any deductions or charges to account no. 51429000401 of TU Wien at Bank Austria (sort code 12000).

The stipulated usage fee contains no costs incurred for cleaning due to a state of unusual uncleanliness and/or to cover any damage caused during the respective event(s). The organiser shall be invoiced separately for costs such as these.

6. Taxes, duties and charges

The organiser shall bear all taxes, duties and charges incurred as part of the rent for events. The organiser shall file her/his calculation of the duties and to pay the rental contract duty to the competent tax office if the agreement is subject to rental contract duty. The invoice is exempt from VAT pursuant to § 6 para. 1 item 16 Value-Added Tax Act (UStG).

7. Official permits

The organiser shall ensure that all necessary permits and authorisations are submitted on time. She/he must obtain or provide reimbursement for the official permits or notifications at her/his own expense.

The organiser must submit a copy of the required permits or the reimbursement of the notification to TU Wien. If the organiser cannot fulfil this obligation by no later than 5 working days before the beginning of the event, TU Wien is entitled to immediately reject the authorisation for the event.

8. Amendments

The organiser is not permitted to change the stated purpose of the event in the rented rooms and areas without the written consent of TU Wien.

TU Event Management/GUT must be notified of additionally required technical equipment and services (e.g. audio/video equipment, power supply, telephones, ad-

vice for the event, etc.) at least 1 week before the beginning of the event and these shall be invoiced separately to the organiser.

If the organiser makes requests for changes less than 5 working days before the date of the event, TU Event Management/GUT shall comply with these requests if feasible. The organiser shall bear the additional resulting costs.

9. Handing over the contractual items

The contractual items shall be handed over 1 hour before the beginning of the event or on a date agreed in writing between the parties thereto.

The organiser or her/his authorised representative must be present when the contractual items are handed over and must sign a corresponding takeover record.

10. Bringing objects to the event

Objects of any nature may only be brought to the event with the prior consent of TU Event Management. An agreement must be reached with TU Event Management/GUT on any storage of the objects brought to the event. Neither the storage nor the use of these objects may disturb the operation of TU Wien or other events.

TU Wien shall assume no liability of any kind for objects of any nature that the organiser has brought with her/him or that are stored by mutual agreement on the premises of TU Wien. All risks shall be borne by the organiser, who shall indemnify and hold TU Wien harmless against any claims by third parties. Surveillance shall not be provided by TU Wien.

Even if TU Wien has authorised objects to be brought to the event (e.g. catering equipment), these may not be placed on escape routes under any circumstances. Any objects brought by the organiser must be removed immediately after the end of the event. The organiser shall assume the liability for this. If the objects are not removed, TU Wien may remove and store them at the organiser's expense.

11. Organiser's duties

- a) The organiser undertakes to comply with any safety regulations, TU Wien's internal regulations and any official regulations while she/he is holding the event. In particular, all transport routes and escape routes shall be kept clear, and clearly indicated and illuminated; the doors in the vicinity of the escape routes shall be kept unlocked.
- b) The organiser must not exceed the limit of 45 dBA during the event unless, in individual cases, the event authorities set different dB limits from those established by law.
- c) The organiser must pay TU Wien a contractual penalty if she/he exceeds the dB limits stated in item 11,b) at the relevant measurement points, whereby the

contractual penalty is ten times the fine set pursuant to § 10 para. 2 Administrative Penal Act (VStG) for the first offence, twenty times for the second offence and thirty times for the third offence. For every further offence, the contractual penalty is increased by 10%. The obligation to pay the contractual penalty is independent of an administrative fine to be paid by the organiser.

- d) The organiser shall take out the appropriate liability insurance for the event, which must cover any possible damage and the payment of administrative fines and contractual penalties in connection with the event.
- e) A responsible person to be named by the organiser must be present and reachable by telephone (mobile phone) for the entire duration of the event until the event site has been completely cleared of visitors.
- f) The organiser must ensure that the available power circuits are not overloaded during the event; in case of doubt, the in-house electricians must be consulted.
- g) In the event rooms as well as on the access routes, in the corridors and on the staircases, torching, cooking (frying, heating up, etc.), playing with fire in any way, open flames and the use of gas are strictly prohibited.
- h) Stages may only be erected by qualified staff. The transport from the unloading point to the event room must be carried out properly. The organiser shall place sheets or protective felt under all superstructures, tripods and ladders to protect the floor and walls. A list of all the equipment used must be submitted to TU Event Management/GUT by no later than 5 working days before the date of the event.
- i) Loading and unloading is possible on the premises of TU Wien, 1040 Vienna, Karlsplatz 13, in Hof 1 (Courtyard 1) or at another TU Wien location agreed in writing, unless there are any structural restrictions. However, the entrance and courtyard may not be obstructed or blocked under any circumstances, and vehicles must leave the courtyard again immediately after loading or unloading. Only the special goods lift may be used for transport. The lift must be emptied quickly while transporting, and the escape routes must not be obstructed by deliveries.
- j) In order to preserve the buildings, the sound system's base volume level may not be exceeded.
- k) Changes to the institution (decorations) and bringing decorative material or entertainment are only permitted in consultation with TU Wien/TU Event Management/GUT or the TU Wien security staff. The rooms may not be damaged by this. Bringing and preparing decorative material and entertainment may only be carried out by qualified staff, and all legal regulations, particularly fire regulations and legal regulations for industrial installations and events must be observed.

- l) The organiser must collect the key to the assigned room from the security service of the respective building immediately before the scheduled date of the event, and return it to the same place immediately after the end of the event. Any damage must be reported when the key is returned. The organiser shall bear the costs for any loss of the key.
- m) The organiser must return the rented premises in a clean and orderly condition after the end of the event.
- n) For afternoon/evening and weekend events, it is standard procedure that no additional cleaning is scheduled. This can be commissioned on request and for a surcharge.
- o) If the event is cancelled, TU Event Management/GUT shall be informed immediately and in writing via email to veranstaltung@gut.tuwien.ac.at.

12. Liability and damages

The organiser shall be liable for holding the event in the rooms provided in accordance with the regulations, and in particular for complying with TU Wien's internal regulations (general rules, event rules) and any officially stipulated regulations (incl. the required authorisation by MA 36, or Municipal Department 36), as well as for complying with the relevant provisions for holding events of any kind, and shall indemnify and hold TU Wien harmless in this respect.

The organiser shall be liable for any damage arising from use and accidents caused by herself/himself or others and for accidental damage, if this would not have occurred had the event not been held. The organiser shall bear the burden of proof that damage has not occurred due to the event. The organiser shall indemnify and hold TU Wien harmless against claims of any nature made by third parties in connection with the event held. For events with a high potential for damage, proof shall be submitted that liability insurance with an appropriate level of cover has been taken out.

TU Wien shall assume no liability for and shall not be liable for damages for any disruptions to or cancellation of the event due to technical or structural incidents (e.g. power failure, water damage, construction work, noise or demonstrations).

13. Events relating to TU Wien, but which do not take place at locations at TU Wien

TU Wien shall assume no supervision for events relating to TU Wien, but for which no authorisation for a requested location at TU Wien was granted, unless otherwise agreed in writing. Neither shall power supplies or water supplies be provided.

In addition, TU Wien shall in no way assume liability for damage caused by these events, and shall bear no responsibility for holding these events in accordance with the regulations.

14. Special regulations for events held by TU Wien members

By way of derogation from item 3. General Contractual Terms, TU Wien members must submit their complete application for authorisation to TU Event Management/GUT by no later than 14 working days before the beginning of the event.

15. Withdrawal from the agreement by the organiser – cancellation policy

The organiser may withdraw from the agreement by means of a unilateral written declaration pursuant to the following cancellation policy:

Cancellations up to 6 months before the beginning of the event shall not be subject to a charge. For a cancellation up to 3 months before the beginning of the event, a cancellation fee of 10% of the stipulated usage fee shall be charged, up to 1 month beforehand of 30%, and up to 14 days beforehand of 50%. A cancellation fee of 100% shall be charged if the event is cancelled on the last working day before the proposed date, or on the proposed date.

16. Withdrawal from the agreement – refusal to grant/rejection of the authorisation

TU Wien shall be entitled to withdraw from the agreement or to prohibit the authorised event at any time and with immediate effect, particularly if:

- there is less than 2 weeks between the application for authorisation and the date of the event;
- the organiser is in arrears with his/her payment obligations;
- the organiser is unable to prove the required official permits or the reimbursement of the notification by no later than 5 working days before the beginning of the event;
- it appears that the maintenance of order and security would be put at risk by the event, or the event contravenes legal, official or University regulations (in particular, general rules);
- the content and theme of the event would put at risk or damage the public reputation of TU Wien, or the content and theme of the event are in conflict with the principles and/or objectives of TU Wien;

- or the rooms cannot be made available in whole or in part due to force majeure or structural incidents.

If TU Wien withdraws from the agreement or prohibits the event and the organiser has already transferred the usage fee and deposit, she/he shall be reimbursed these.

17. Cancellation of the event, force majeure

If the authorised event is cancelled due to force majeure or TU Wien's own urgent and unforeseeable requirements, TU Wien shall not be liable for damages claimed by the organiser.

14. Returning the contractual items

The organiser must return the contractual items in a clean and orderly condition after the end of the event.

Any objects brought by the organiser must be removed immediately after the end of the event. If the objects are not removed, TU Wien may remove and store them at the organiser's expense.

The organiser must ensure that advertising material of any kind that he/she has brought to the event is disposed of. If the residue-free removal of the advertising displays is not carried out, the organiser shall have cleaning undertaken at his/her own expense.

18. Smoking ban

Smoking is strictly prohibited in all buildings of TU Wien (§ 12 Tobacco Act). The organiser shall inform the event participants of the smoking ban and shall be liable for compliance with the ban.

19. Advertising material

Putting up advertising material or other information on the premises of TU Wien shall only be permitted with express authorisation and only in the designated places (the organiser shall be notified of these by TU Event Management/GUT). If these regulations are contravened, the organiser shall be liable for all damage and detriments (e.g. cleaning costs, repair costs, etc.) resulting for TU Wien.

The organiser shall ensure that the content of the advertising material does not offend public decency, is not prohibited or immoral, and is not in conflict with the interests of TU Wien.

The organiser shall ensure that advertising material of any kind he/she has brought is disposed of after the end of the event. If the residue-free removal of the advertising displays is not carried out, the organiser shall have cleaning undertaken.

20. Making films and taking photographs

The organiser shall be granted the right to take photographs and/or to make films on the premises of TU Wien at his/her own expense and to publish them himself/herself. TU Wien, in coordination with the organiser, shall be entitled to use the photographs and films produced within the context of the event for its own purposes. For these purposes, the organiser shall grant TU Wien a simple right of use to process, store, publish, distribute and use these photographs and films on the Internet.

The organiser may not use the TU Wien logo for advertisement as part of the event or in any other way.

21. Insurance

Please note that the usage fee contains no insurance for the objects brought to the event. TU Wien shall assume no liability if the organiser, her/his employees, representatives, visitors or guests lose any objects during or in connection with the event(s).

Neither shall TU Wien assume any liability for accidents that affect the users of or visitors to the premises for the event. It is incumbent upon the organiser to take out appropriate insurance.

22. Miscellaneous

The place of fulfilment shall be Vienna. The court of jurisdiction for any disputes arising from this agreement shall be the competent court of "Wien Innere Stadt".

This agreement is subject to Austrian law.

Amendments and supplements to this agreement must be in writing to be legally valid and must be signed by both parties thereto. This shall also apply to any departure from the written form.

There are no verbal agreements thereto.

If individual provisions of this agreement are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Instead, the parties shall undertake to replace the invalid provision with a valid one that comes as close as possible to the meaning and purpose of the omitted provision.